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PATENT

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Assistant Commissioner for Patents, Washington, D.C.
20231 on May 30, 2002

Kevin G. Rooney
Kevin G. Rooney, Reg. No. 36,330
5/30/02
Date

Applicants: Warren P. Williamson IV et al.
Serial No.: 09/890,177
Filing Date: July 27, 2001
Title: APPARATUS AND METHOD FOR HARVESTING AND HANDLING TISSUE SAMPLES FOR BIOPSY ANALYSIS
Based on PCT/US98/20478 filed 05 October 1998
Atty Docket No.: BIOP-02

Cincinnati, Ohio 45202

May 30, 2002

Assistant Commissioner for Patents
Washington, D.C. 20231

TERMINAL DISCLAIMER (37 CFR 1.321(b))

1. I, Kevin G. Rooney, the attorney of record for this invention, submit this disclaimer and certificate on behalf of the assignee, BioPath Automation, L.L.C., a Corporation of Delaware having its principal place of business at 101 Southbend Court, Loveland, Ohio 45140, the Disclaimant herein.

2. I hereby certify that BioPath Automation, L.L.C. is the assignee of the entire right, title and interest in the patent application identified above by virtue

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*Patent being
disclaimed is
correct
9-6-06*

of Assignment(s) of record, recorded in the Patent and Trademark Office at Reel/Frame 012422/0292. I further certify that I have reviewed all the documents in the chain of title of the patent application identified above and, to the best of my knowledge and belief, title is in the assignee identified above.

3. I am empowered to act on behalf of the assignee as identified below.

Disclaimer

4. Disclaimant, BioPath Automation, L.L.C. hereby disclaims the terminal portion of the term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of United States Patent No(s). 5,817,032. Disclaimant, BioPath Automation, L.L.C., hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No(s). 5,817,032, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantor, its successors or assigns.

5. Disclaimant, BioPath Automation, L.L.C., does not, by this disclaimer, disclaim any part of the term of any patent granted on the above-identified application prior to the expiration date of the full statutory term of United States Patent No(s). 5,817,032, in the event that later such patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is

statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated in whole or in part, prior to expiration of its full statutory term, except for through separation of legal title as stated above.

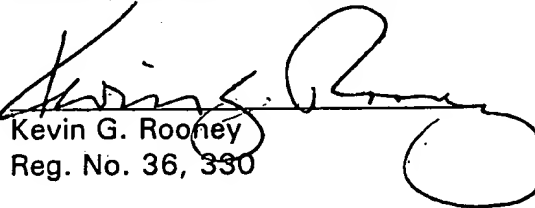
6. I hereby declare that the statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Fee Status and Payment

7. Disclaimant is a small entity. A check in the amount of \$55.00 for the disclaimer fee is enclosed.

Respectfully submitted,

WOOD, HERRON & EVANS, L.L.P.


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